

For these reasons, it is respectfully suggested that the application as filed, including the order of steps disclosed in claim 21, does enable one of ordinary skill in the art to make and use the invention as claimed, without undue experimentation. Therefore, claims 12 and 21 should be in allowable form.

Claim 8 was rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The Office stated that the term “small” renders the claim indefinite because one of skill in the art would not be reasonably apprised of the scope of the invention.

Applicant respectfully disagrees. Paragraph [0004] explains that “on-line stores such as Amazon are open *to all buyers having no commonality....*” In contrast, Paragraph [0047], which describes applicant’s invention, explains that, “...the customers/tenants (1) are concentrated in one large location (a building (6)) allowing the supplier (3) to ship goods in large quantities and consolidate delivery to a single address....” Thus, the specification does apprise those of skill in the art in internet technology and organizational business practices what is meant by the phrase “the set of customers is a small closed set” as disclosed in claim 8. Therefore, claim 8 should be in allowable form.

Claims 1, 3, 4, 5, 7, 9, 13, 15, 16, 17, 18, 19, 20 and 22 were rejected under 35 U.S.C. § 103(a) as being unpatentable over the anonymous article, “What’s in a Name Change” Office Tempo Becomes Semprío,” hereinafter “Semprío,” in view of Vigoroso (“E-commerce Tackles Direct Production”) and official notice.

In response, claim 1 has been amended to include providing an internet service operated by the service provider. Consequently, the combination of Semprio in view of Vigoroso is not sufficient to support a *prima facie* rejection based on obviousness. First, Applicant contends that Semprio and Vigoroso are extremely vague and lack an adequate amount of detail to ascertain the inventions described therein. As a result, the context of the portions relied upon by the Office is questionable and it is impossible to know whether these references actually disclose what the Office suggests.

Second, neither reference discloses providing an internet service operated by the service provider. In fact, Semprio simply discloses providing the service through a Web site. Vigoroso discloses a process whereby customers gain access through a phone, fax, EDI system, or Web browser. While a Web site can be accessed via the internet with a browser, a Web site is not likened to Internet service by one of skill in the art. Thus, neither Semprio nor Vigoroso, alone or in combination, suggests providing an internet service.

Furthermore, it would not have been obvious to combine Vigoroso with Semprio because Vigoroso targets direct products. It is well known in the art that direct products are highly specialized production materials and parts that are incorporated into end products by a manufacturer. Indirect products, on the other hand, are purchased by a corporation to support operations. Because Vigoroso aims to solve a problem in a “highly specialized arena” relating to specialized production materials, it would not have been obvious to combine that reference with Semprio.

Also, applicant's invention is not a mere link to a supplier's catalogue with some negotiated discount. Applicant's invention includes an active management procurement function whereby the buying is concentrated for select product and thus is designed to eliminate eminent and require purchasing. Further, the invention contemplates reporting and invoicing across all product classifications, not just some invoicing but consolidated invoicing. None of the articles cited deals with integrating each user company internal integrated approval process, unique to each company. Thus, the prior art does not disclose "end-to-end" solution to purchasing that gives corporate negotiated discount prices while integrating enhanced productivity, accountability and control while maintaining corporate oversight of procurement through the portal. The invention is not a "click" and "buy" system.

For the reasons given above, claim 1, as amended, is novel and nonobvious in comparison to Semprio and Vigoroso. Claims 3, 4, 5, 7, 9, 13, 15, 16, 17, 18, 19, 20, and 22 depend from claim 1 and include further limitations. Therefore, claims 4, 5, 7, 9, 13, 15, 16, 17, 18, 19, 20, and 22 are also nonobvious in comparison to the combination of Semprio and Vigoroso.

Claim 2 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Semprio, Vigoroso, and official notice as applied to Claim 1 above, and further in view of Baljko ("Teledeal Web Site Acts as Buying Collective"). In response, Baljko, like Semprio and Vigoroso, lacks enough detail to ascertain the method it discloses. Nevertheless, it does disclose a "purchasing exchange" where "buyers are charged a flat service fee for each transaction." Applicant's process is fundamentally different as Baljko describes an online buying service. Applicant's invention differs from an online buying service because "There is no association or membership fee or organization." (Paragraph [0029]). Paragraph [0005] points out that prior art, such as Baljko, requires membership fees or commissions paid to the "club"). Baljko also fails to disclose providing an internet service

operated by the service provider. Therefore, the combination of Semprio and Vigoroso, in view of Baljko, is not sufficient to support a *prima facie* rejection based on obviousness and Claim 2, which depends on claim 1, should be in allowable form.

Claims 6, 8, 10, 11 and 14 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Semprio, Vigoroso, and official notice as applied to Claim 1 above, and further in view of U.S. Patent Application Publication No. 2002/0087349 to Wong. In response, claims 6, 8, 10, 11, and 14 depend from claim 1, which has been amended to distinguish applicant's invention from Semprio and Vigoroso. For the reasons explained above, Semprio and Vigoroso do not show what the Office expects. Therefore, Claims 6, 8, 10, 11 and 14 should be in allowable form.

Furthermore, it would not have been obvious to combine Wong with Semprio and Vigoroso. Wong discloses a method that increases the value of property to tenants, thereby benefiting the provider/lessor with higher rents. In contrast, the provider of applicant's process obtains a profit by controlling the price it pays to suppliers as well as the price it charges to buyers for goods. (Wong, Paragraph [0031]). In stark contrast, Wong Paragraph [0003] explains that when there is a surplus of commercial property, property owners must do more to differentiate their properties in order to attract potential tenants. Thus, it would not have been obvious to one of skill in the art to combine a reference disclosing a method that sustains a business by increasing perceived property value to arrive at applicant's process for purchasing goods through an internet based service having a central procurement service provider. Therefore, Claims 6, 8, 10, 11 and 14 should be in allowable form.

Claim 12 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Semprio, Vigoroso, and official notice as applied to Claim 1 above, and further in view of U.S. Patent Application Publication No. 2002/0087349 to Wong and U.S. Patent No. 6,182,052 to Fulton *et al.*

In response, claim 12 is dependent upon claim 1 and should be allowable for the reasons discussed above. Furthermore, it would not have been obvious to one of skill in the art to combine Fulton with Semprio, Vigoroso, or Wong. While Fulton mentions an invisible link, it is directed to the individual consumer's access to services such as banking and ordering merchandise through a screen based interactive device combined with a telephone, e.g., the AT&T SmartPhone™. Col. 4., ll. 10-14; Col. 1, ll. 30-40; Figure 1A. It would not have been obvious to one of skill in the art to combine Fulton with Semprio, Vigoroso, or Wong because it was designed for use in instances where personal computers were inappropriate. Therefore, Claim 12 should be in allowable form.

In commenting on the references and in order to facilitate a better understanding of the differences that are expressed in the claims, certain details of distinction between same and the present invention have been mentioned, even though such differences do not appear in all of the claims. It is not intended by mentioning any such unclaimed distinctions to create any implied limitations in the claims. Not all of the distinctions between the prior art and applicant's present invention have been made by applicant. For the foregoing reasons, applicant reserves the right to submit additional evidence showing the distinction between applicant's invention to be unobvious in view of the prior art.

The foregoing remarks are intended to assist the Office in examining the application and in the course of explanation may employ shortened or more specific or variant descriptions of some of the claim language. Such descriptions are not intended to limit the scope of the claims; the actual claim language should be considered in each case. Furthermore, the remarks are not to be considered to be exhaustive of the facets of the invention which are rendered patentable, being only examples of certain advantageous features and differences which applicant's attorney chooses to mention at this time.

Reconsideration of the application as amended and allowance thereof is requested.

The Commissioner is authorized to charge the petition fee of \$ 510.00 to Deposit Account No. 50-2413 of Adams and Reese, LLP. The Commissioner is further authorized to charge any deficiency or credit any overpayment to Deposit Account No. 50-2413 of Adams and Reese, LLP.

Please send all future correspondence regarding the above-referenced application to the undersigned at the address appearing below.

Respectfully submitted,



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